

DHCS LEA Data Use Agreement INSTRUCTIONS

Please use these instructions to complete the Department of Healthcare Services (DHCS) Data Use Agreement (DUA or Agreement) for Local Educational Agencies (LEA). This DUA is required for LEAs to obtain data from DHCS. The DUA is provided as a fillable form. Each LEA is responsible for completing the DUA, obtaining the required LEA signatures and returning the DUA to DHCS. DHCS will obtain the required DHCS signatures and, upon request, return a copy of the signed DUA to the LEA. **BE SURE TO SIGN ALL SIGNATURES IN BLUE INK AND INITIAL EACH PAGE AT THE BOTTOM.**

SECTION NUMBER	DESCRIPTION
Preamble	This Agreement will be executed by each LEA and DHCS, who will then be known as the “parties” to the Agreement. Insert the name of your LEA (or consortium) in the blank, “DHCS and _____ (parties) enter into this Agreement”
1	Insert the name of your LEA (or consortium) in the blank “and _____ (User(s)).” The purpose of this paragraph is to identify the LEA or consortium as the “User(s)” under this Agreement. All other references in this Agreement to the “User(s)” will indicate the LEA or consortium included in the blank in this paragraph. The term “LEA” will include the consortium when one is identified.
2	This paragraph clarifies that this Agreement is for the disclosure of data by DHCS to the LEA, and will govern the use of the data, notwithstanding any other agreements that may exist.
3	The “Custodian of the Files” is the person employed or contracted by the LEA who has responsibility for receiving the data from DHCS and responsibility for ensuring that all the security requirements and conditions for use and disclosure of the data will be followed. As an example, this may be an on-staff LEA accountant or the IT manager employed by the LEA’s vendor. Enter the name and address of the person with these responsibilities.
4	The “point-of-contact” for DHCS is the DHCS employee who has responsibility for responding to LEAs and is the person the LEAs should contact with any questions.
5	<p>The Attachments listed in this paragraph are incorporated into the Agreement and apply the same as if they were set out in the body of the Agreement in their entirety. Each LEA should download a copy of the Agreement and all of the Attachments for review and return only the signed Agreement itself to DHCS at:</p> <p>California Department of Health Care Services Safety Net Financing Division Attn: Cheryl Ward, Admin Support/LEA Program Unit 1501 Capitol Avenue, MS 4603 Sacramento, CA 95899-7436</p> <p>Upon request, DHCS will return a copy of the DUA after it is signed by DHCS, and this fully signed copy can then be kept with a copy of all the Attachments as a record of the complete Agreement. LEAs must comply with all of the terms in the Agreement and in the Attachments.</p>
6	This paragraph sets out the purpose of the Agreement, which is to verify a student’s Medi-Cal eligibility. This paragraph limits the LEA to using the data provided for only this purpose and no other use or disclosure may be made of the data.
7, 8	These paragraphs identify the laws and definitions that apply to this data.
9	This paragraph prohibits some uses and disclosures of the data without written authorization from DHCS, and specifies that data shared within the LEA’s organization shall be limited to only the minimum amount necessary and only on a need-to-know basis.
10	When the data is no longer needed, the LEA must notify DHCS and destroy the data as set out in this section.
11	The LEA must establish administrative, technical and physical safeguards that meet the standards set out in this paragraph, including those set out in the agreement that DHCS has with the Social Security Administration. The SSA Agreement is Attachment B.
12	The LEA must impose the same restrictions on an agent or subcontractor that are imposed on it under this Agreement.
13	The LEA must report any unauthorized uses or disclosures of the data to DHCS, following the requirements set out in Attachment D.
14	LEAs must train their employees and keep documentation as set out in this paragraph.
15, 16, 17	These paragraphs set out DHCS’ authority to inspect the LEAs for compliance with the Agreement, the existence of criminal fines and penalties under federal and state laws, and the LEA’s acknowledgement of having received notice of potential penalties for violating the Agreement, including denial of access to DHCS data.
18	This paragraph sets the termination date for the Agreement.
19	Under this paragraph, the Agreement can be terminated for cause.
20	This provision states the parties can sign separate copies of the Agreement and all of the copies taken

	together will be one agreement.
21	The person who is named as the Custodian in Section 3 signs this section.
22	The person at the LEA who has authority to make binding contracts and agreements signs this section. Include User contact information and User NPI#.
23	The person at DHCS who has authority to enter into contracts and agreements signs this section.
Attachment A	Description of the data to be provided to the LEA. PLEASE NOTE THAT DHCS WILL COMPLETE ATTACHMENT A AND IT WILL BE POSTED ON THE LEA WEBSITE IN SEPTEMBER. IT MUST BE PRINTED AND KEPT WITH YOUR COPY OF THE AGREEMENT.
Attachment B	The LEA must comply with the terms of this Agreement as set out in Section 11.
Attachments C and D	The LEA must comply with the terms of these attachments.
Attachment E	The LEA must keep a written record of the destruction of data by completing this form when data is destroyed. The completed forms must be kept by the LEA and submitted to DHCS upon renewal or termination of the DUA. Note that this form requests a description of the destroyed data, which for example, may be described by date (e.g., all data received prior to December 1, 2012) or by client (e.g., all clients named in an attachment).

Please direct questions regarding the DUA and Attachments A-E to LEA@dhcs.ca.gov and include “2012 DUA Question” as part of the subject line.